

EXHIBIT “B”



385 Washington Street, Mail Code 9275 SB03N
St. Paul, MN 55102

Sent via Certified Mail and US Mail

February 14, 2023

Camelot Club Condominiums
5655 Old National Highway
College Park, GA 30349

Our Claim No.:	F3D1067
Our Insured:	Camelot Club Condominiums
Claimants:	Denise Dupree and Justin Santos
Underwriting Co:	Northfield Insurance Company
Date of Loss:	May 23, 2021

Dear Ms. Ligon:

This letter acknowledges receipt of the Summons and Complaint in the matter of **Deanna Santos, individually and, as the Surviving Parent of Justin Javier Santos, Administrator of the Estate of Justin Santos v. Camelot Club Condominium Association, Inc.**, venued in Fulton County, Georgia. This matter was referred to Northfield Insurance Company ("Northfield") under Policy WH013629 issued to Camelot Club Condominiums ("Camelot") for the policy period of May 30, 2020, to May 30, 2021. The purpose of this letter is to inform you that after a careful review of the policy issued to Camelot Club Condominiums, by Northfield Insurance Company, we will be providing a defense of this lawsuit subject to a reservation of rights. The reasons for this are set forth below.

Our investigation indicates that a shooting incident occurred on your premises on May 23, 2021 outside of units 613 and 614, resulting in three fatalities. News reports indicate that a dispute took place between neighbors. The victims were Denise Dupree, Justin Santos and a third unknown individual.

Plaintiff alleges that on the date of loss, decedent was shot and killed at the premises, located at 5655 Old National Hwy, College Park, GA 30349. Plaintiff alleges that Defendant was negligent in that, they allowed criminal assailants on the premises and failed to implement/maintain adequate security measures at the premises. Plaintiff further alleges that there was prior notice of criminal activity at the premises and no measures taken to increase security. Plaintiff also seeks punitive damages.

We first refer you to **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, CG 00 01 (12/07), SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, which states:¹

¹ The policy also provides Coverage B "Personal and Advertising Injury" coverage. Because this claim does not even potentially allege "personal and advertising injury," we have not addressed that coverage in this letter. However, if you would like a more detailed discussion of why that coverage does not apply

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1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. . . .

We now refer you to **EXCLUSION – ASSAULT OR BATTERY, S23-CG (3/19)** which states:

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Assault Or Battery

"Bodily injury" or "property damage" arising out of any act of "assault" or "battery" committed by any person, including any act or omission in connection with the prevention or suppression of, or in response to, such "assault" or "battery".

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Assault Or Battery

"Bodily injury" or "property damage" arising out of any act of "assault" or "battery" committed by any person, including any act or omission in connection with the prevention or suppression of, or in response to, such "assault" or "battery".

3. The following is added to the **DEFINITIONS** Section:

"Assault" means any attempt or threat to inflict injury to another, including any conduct that would reasonably place another in apprehension of such injury.

with regards to these coverages, please let us know and we will provide you with a more detailed analysis of that coverage.

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"Battery" means any intentional, reckless or offensive physical contact with, or any use of force against, a person without his or her consent that inflicts some injury, regardless of whether the resulting injury inflicted is intended or expected.

We are providing a defense in this matter with a reservation of all our rights under the policy, to later disclaim coverage for any injuries or damages claimed against you to the extent that the alleged "bodily injury" or "property damage" arises out of an act of "assault" or "battery" committed by any person, including any act or omission in connection with the prevention or suppression of, or in response to, such "assault" or "battery", endorsement **EXCLUSION – ASSAULT OR BATTERY, S23-CG (3/19)** applies to preclude coverage.

Last, please refer to **EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES, S43-CG (01/14)**, which states:

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Punitive Or Exemplary Damages

Any claim for punitive or exemplary damages, fines, penalties or multiplied damages.

Because of the above quoted exclusion, there is no coverage for any punitive or exemplary damages, fines, penalties or multiplied damages should they be awarded against you.

Notwithstanding there is no coverage for this suit for the reasons set forth above, Northfield will agree to provide a defense under a full and complete reservation of all the rights to later disclaim coverage as set forth above. Northfield also reserves the right to file a Declaratory Judgement Action to seek a declaration from a Court that the Northfield policy does not provide coverage for this matter.

We have assigned the law firm of Swift Currie to defend Camelot Club Condominium Association in this matter. The firm's contact information is set out below:

David Atkinson, Esq.
Swift Currie
1420 Peachtree St., NE
Atlanta, GA 30309
(404) 874-8800

As our investigation and legal discovery develops, our representatives or members of Swift Currie may contact you for more information. Please provide them with your full cooperation. Do not discuss this matter with anyone other than the representatives of our company, the law

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firm defending you or your own attorney. If anyone else approaches you for information, please refer them to me.

If you have any other insurance coverage that may apply to this claim, **including any excess or umbrella policies**, you should immediately notify the insurance company or your agent.

Northfield's position is based upon the facts that have been made available to date. Northfield expressly reserves the right to modify its determination concerning the potential for coverage under the policy if the information developed during our investigation and monitoring of this claim warrants the modification. Please advise us of any information that you have that may affect our determination of coverage available under the Northfield policy. Northfield expressly reserves the right to withdraw its defense, after providing proper notice and seek reimbursement of its defense costs from you, if it is determined that Northfield has no obligation to you. Nothing contained in this letter should be deemed a waiver of the terms and conditions of the Northfield policy. Northfield reserves any legal and policy defenses it may have in connection with these matters whether stated or not in this letter.

If you have any additional information that may have a bearing on our coverage determination, please provide me with this information for consideration.

If you have any questions regarding our position on coverage, please contact me at 800-328-5972, Extension 04755.

Sincerely,

Ryan J. Wartick

Ryan J. Wartick
Northfield Insurance Company
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Fax: 866-882-3589
E-Mail: rjwartic@northlandins.com

cc: Appalachian Underwriters, Inc.
7301 Merchant Court, Ste. B
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